

Prepared By: Brenda Luther BK 1090PG0678  
RETURN TO: City Finance.  
161-D Van Dorn Ave.  
Holly Springs, Ms  
38635  
601-252-3723

MISSISSIPPI  
DEED OF TRUST

ACCOUNT #: 659239  
BRANCH: Holly Springs MS030

THIS DEED OF TRUST made this 10th day of March, 19 99 by and  
between JOHN C. FIVEASH AND BARBARA A. FIVEASH  
whose address is 5190 Williams Rd. Byhalia, Ms 38611 (Desoto County)  
(Street No. and RFD No. and Box) (City) (County) (State)  
Grantors, and J. R. Garner, Trustee, and City Finance Co.  
whose address is 161-D Van Dorn Ave. Holly Springs, Ms 38635  
(Street No. and RFD No. and Box) (City) (County) (State)  
Beneficiary.

WITNESSETH: That Grantors are justly indebted to Beneficiary in the sum of One hundred three thousand six hundred  
eighty Dollars (\$ 103,680.00 ) as evidenced by a promissory note of even date with an Amount Financed of  
\$ 46,683.47, with interest and finance charges as stated in the Note due and payable in consecutive installments  
beginning on the date stated in the Note and continuing with like payments on the same day of each successive month thereafter  
until paid in full, the final payment being due on 3-15-14.

Grantors desire to secure by this Deed of Trust the prompt payment of the above indebtedness according to its terms and any  
extensions or renewals thereof, and any other indebtedness in the way of future advances hereunder, or otherwise now or here-  
after becoming due and owing to the Beneficiary by the Grantors prior to the payment of the indebtedness herein described and  
secured, or any extension or renewal thereof, or any part thereof together with attorney's fees in the event of default.

NOW, THEREFORE, Grantors hereby convey and warrant unto Trustee the following described real property situated in  
Desoto County, State of Mississippi, to wit:

Lot No. 8 of Smokey Hollow Farms containing 3.0 acres in Section 33, Township 3 South,  
Range 5 West, a plat of said Smokey Hollow Farms is recorded in the land records of  
said county in Plat Book 8, pages 37, 38 and 39.

STATE MS.-DESOTO CO.  
FILED

CRB  
MAR 10 11 42 AM '99

BK 1090 PG 678  
W.E. DAVIS CH. CLK.

Together with all improvements and appurtenances now or hereafter erected thereon, and all fixtures of any and every description now  
or hereafter attached to said real property. Grantors covenant that Grantors are lawfully seized of the real estate hereby conveyed and have  
the right to grant and convey the real property, and that Grantors will warrant and defend generally the title to the real property against all  
claims and demands.

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of the above indebtedness and all other indebtedness that  
may become due and owing to the Beneficiary under the terms of this instrument and secured hereby. If Grantors shall pay said indebted-  
ness promptly when due and perform all covenants made hereunder by Grantors, then this conveyance shall be void and of no effect.  
However, if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or any part or install-  
ment thereof, with interest thereon, or any other indebtedness becoming due and owing by the Grantors to the Beneficiary prior to the pay-  
ment of the indebtedness herein secured, should be past due and unpaid, or should the Grantors fail to pay any other indebtedness which  
constitutes a lien upon the aforesaid real estate, or if default is made in any other covenant herein contained the Beneficiary herein, its legal  
representatives, successor, heirs or assigns, may declare, without notice and demand, all indebtedness owing at that time, less any required  
refunds, due and payable and the Trustee herein named or any substitutes Trustee shall, at the request of the Beneficiary herein, its legal  
representative, successor, heirs, or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal  
hours at the Court House in the county or counties in Mississippi in which the above-described real property is located, on a day to be fixed  
by such Trustee, after first giving three consecutive weeks notice of the time, place and terms of said sale by advertisement in some news-  
paper published in the county where said property is located, or, if none, in some newspaper having a general circulation therein, and by  
posting notice thereof at the Court House in said county or counties; and shall, out of the proceeds of said sale pay; first, all costs and expens-  
es of making said sale, including a reasonable Trustee's fee and reasonable attorney's fee; and next, the entire amount of the indebtedness  
at that time owing to the Beneficiary herein by the Grantors, with interest thereon up to the date of making the sale; the overplus, if any there  
be, to be paid to the Grantors, their legal representative, heirs (successors) or assigns.

The Grantors desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now,  
therefore, the Grantors agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay  
all taxes and assessments against said property promptly when due, and deposit all tax receipts with the Beneficiary; will insure the build-  
ings on said property for not less than the current fair market value against fire, windstorm, and such other casualties as the Beneficiary may  
require, in some insurance company or companies approved by the Beneficiary, and cause said policies to be made payable to the  
Beneficiary as his interest may appear, and deposit said policies with the Beneficiary as further security for said debt, no responsibility for  
the approval or maintenance of insurance being imposed upon the Trustee or Beneficiary; will protect the improvements on said property by  
proper repairs, and maintain them in good repair and condition; will promptly pay in accordance with its terms any indebtedness secured by  
a lien on said real property superior to the lien of this Deed of Trust, will not do anything or suffer or permit anything to be done whereby the  
lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the proper-  
ty and maintenance and execution of this trust, including but not being limited to expenses incurred by the Trustee or Beneficiary in any legal  
proceeding to which it is made or becomes a party.

If Grantors fail to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property; the Beneficiary or any other future holder of the indebtedness hereby secured at its option and discretion may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges and repairs, and cure, without obligation, a default under any prior lien or deed of trust and all expenditures for such purposes shall become an indebtedness of the Grantors, due upon demand, and the payment of the same shall be secured by this instrument. The curing of any default by the Beneficiary or any future holder of the indebtedness hereby secured shall not prevent or excuse any default on the part of the Grantors or operate as a waiver of any right to cure any default hereunder. Any rights provided herein to the Beneficiary accrue to any future holder.

Grantors have the right to pay more than the payment schedule in said note requires or to pay said note in full at any time. In the event of a prepayment of said note, provided the holder thereof refunds any unearned finance charge on prepayments as required by Section 75-67-127(c) of the Mississippi Code Annotated of 1972 (as amended), unless this is a Section 32 mortgage loan or the prepayment is the result of a renewal or refinancing of said note, the holder of said note may charge a prepayment penalty not exceeding for each of the first five years following the date of said note, the following percentage of the balance of said note (after crediting the unearned finance charge): (1) 5% of the unpaid principal balance if prepaid during the first year; (2) 4% of the unpaid principal balance if prepaid during the second year; (3) 3% of the unpaid principal balance if prepaid during the third year; (4) 2% of the unpaid principal balance if prepaid during the fourth year; (5) 1% of the unpaid principal balance if prepaid during the fifth year; and (6) no penalty if prepaid more than five years from the date of the note creating the debt.

The following are authorized to select and substitute another Trustee in the place of the above-named Trustee, or any successor, at any time any of them may so desire, namely: (1) the Beneficiary herein, (2) if there be more than one Beneficiary, then any one of them, or (3) any future holder on the indebtedness secured hereby, or any part thereof. It shall not be necessary to obtain the consent or resignation of the original Trustee, or any successor, before appointing another Trustee in his place, and any such appointee, who may be an agent, employee, or officer of the Beneficiary, shall have full and sole power as Trustee herein. Any part of this instrument contrary to applicable law shall not invalidate the other parts of the agreement.

Grantors agree that no other party, lender or Beneficiary under this Deed of Trust or the notes herein described has any responsibility to review the provisions, if any, in any prior mortgage or deed of trust encumbering said property which declare the entire balance of the indebtedness secured by such prior mortgage or deed of trust to be immediately due and payable in the event Grantors further encumber said property with regard to any of Grantors liabilities under any such prior mortgage or deed of trust.

In construing this Deed of Trust the gender and number of words may be changed to meet the context.

IF ALL OR A PART OF SAID PROPERTY OR AN INTEREST THEREIN IS SOLD OR TRANSFERRED BY THE GRANTORS WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER OF THE INDEBTEDNESS SECURED HEREBY THE OWNER OF THE INDEBTEDNESS MAY, AT ITS SOLE OPTION, DECLARE ALL SUMS SECURED BY THIS DEED OF TRUST TO BE IMMEDIATELY DUE AND PAYABLE.

10th March 1981

IN WITNESS WHEREOF Grantors have executed this Deed of Trust this 10<sup>th</sup> day of March, 1999.

Witnesses: Byronde Luther  
Byronde Luther

Type Name Here: John C. Fiveash

Signature: Barbara A. Fiveash  
Type Name Here: Barbara A. Fiveash

**Important**  
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

STATE OF MISSISSIPPI  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of March, 1999, within my jurisdiction, the within named

John C. Fiveash and Barbara A. Fiveash, who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

**My commission expires:**

(Affix official seal, if applicable)

Notary Public

**DEED OF TRUST**

TO \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Trustee  
\_\_\_\_\_

THE STATE OF MISSISSIPPI,  
\_\_\_\_\_ County

I, \_\_\_\_\_, Clerk  
of the Chancery Court of \_\_\_\_\_  
County, do hereby certify that the within named  
Trust Deed was filed for record in my office on the  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

at \_\_\_\_\_ o'clock M., and that the same together  
with the certificate and acknowledgement, is now  
duly recorded in Book \_\_\_\_\_, page \_\_\_\_\_  
of the Records of Trust Deeds in my office.

Given under my hand and official seal, this  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

\_\_\_\_\_, Clerk  
By \_\_\_\_\_, D.C.

My commission expires:  
**AFTER FILING, RETURN THIS DOCUMENT TO:**

Street Address or Post Office Box  
City, State and Zip Code